SUPREME COURT SYLLABI

Continued from Preceding Page.)

Nos. 19:800 and 20:125.
Ida M. Degitz, Appellee,
Missouri, Kansas & Texas Raliway
Company, Appellent,
Appeal from Geary County,
AFFIRMED,
Marian Hauserman, Appellee,

BRINGING UP FATUET

(Converge) 1816, International News

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found in its constitution and by laws. But when potent and manifest equities appear in favor of some of the rival claimants by reason of contracts made and corried out with the deceased member, the association raising no objections, the contest may become one purely for equitable cognizance and determination.

2. While ordinarily the member has no vested right in the fund, still by an agreement to change beneficiaries in consideration of funds advanced be may so bind limited as to preclude his beneficiary or the fund. All the Justices concurring.

cers of the bank to deceive the bank com-missioner or to conceal the condition of the bank from its stockholders and creditors. All the Justices concurring. A true copy. Attest: D. A. VALENTINE, [Seal.] Clerk Supreme Court.

LEGAL

the jury deciaring the liability of each partner on a partnership note issued in furtherance of the partnership business, notwithistanding that other instructions may properly have been given covering the lawful defenses pleaded by the defendant partner.

7. In an action on a partnership note the right of the plaintiff holder to recover thereon is not affected by a question whether the proceeds of the note were in fact used for the benefit of the firm or its business.

All the Justices concurring.

Attest:

Seal.]

Clerk Supreme Ccurt.

No. 20,085.

Joseph H. Heavey, by his mother and next friend, Annie E. Heavey, Appellee, The Leavenworth Terminal Railway and Bridge Company, Appellant.

Append from Leavenworth County.

Attest:

Append from Leavenworth County.

Attest:

Append from Leavenworth County.

Nos. 19,852 and 20,568.

LEGAL.